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14
15 **UNITED STATES DISTRICT COURT**
16 **CENTRAL DISTRICT OF CALIFORNIA**
17 **WESTERN DIVISION**

18 EVERYTHING YOGURT BRANDS,
19 LLC,

Case No. 2:23-cv-06526-FMO-JC
**STIPULATED PROTECTIVE
ORDER**

20 Plaintiff,
21 v.
22 JONATHAN ROLLO, GREENLEAF
23 GOURMET CHOPSHOP LLC,
GREENLEAF OPERATIONS LLC,
24 and MISSION YOGURT INC.,

Final Pre-Trial Conf. Date: October 4,
2024

25 Defendants.

Trial Date: October 22, 2024
[CHANGES MADE BY COURT TO
PARAGRAPHS 1, 3, 5.2(b), 6.1, 6.2,
6.3, 7.1, 7.4(c), 8, & 9(c)]

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1 1. PURPOSES, LIMITATIONS AND GOOD CAUSE STATEMENT

2 Disclosure and discovery activity in this action are likely to involve
 3 production of confidential, proprietary, or private information for which special
 4 protection from public disclosure and from use for any purpose other than
 5 prosecuting this litigation may be warranted. This Order does not confer blanket
 6 protections on all disclosures or responses to discovery and the protection it affords
 7 from public disclosure and use extends only to the limited information or items that
 8 are entitled to confidential treatment under the applicable legal principles.

9 In light of the nature of the claims and allegations in this case and the parties' representation that discovery in this case will likely involve the production of confidential, proprietary, or private information, and in order to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in connection with this action, to address their handling of such material at the end of the litigation, and to serve the ends of justice, a protective order for such information is justified in this matter. The parties shall not designate any information/documents as confidential without a good faith belief that such information/documents have been maintained in a confidential, non-public manner, and that there is good cause or a compelling reason why it should not be part of the public record in this case.

22 2. DEFINITIONS

23 2.1 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

25 2.2 Counsel: Outside Counsel of Record (as well as their support staff).

26 2.3 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," or "CONFIDENTIAL"

1 2.4 Disclosure or Discovery Material: all items or information, regardless of
2 the medium or manner in which they are generated, stored, or maintained (including,
3 among other things, testimony, transcripts, and tangible things), that are produced or
4 generated in disclosures or responses to discovery in this matter.

5 2.5 Expert: a person with specialized knowledge or experience in a matter
6 pertinent to the litigation who (1) has been retained by a Party or its counsel to serve
7 as an expert witness or as a consultant in this action, (2) is not a past or current
8 employee of a Party, and (3) at the time of retention, is not anticipated to become an
9 employee of a Party.

10 2.6 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"
11 Information or Items: extremely sensitive confidential information or items,
12 disclosure of which to another Party or Non-Party would create a substantial risk of
13 serious harm that could not be avoided by less restrictive means. For clarity this
14 designation may include a Designating Party's (1) non-public financial information
15 including but not limited to accounting records, revenues, costs, profits, confidential
16 pricing, and overhead, (2) employees' non-public personal information, (3) non-
17 public commercial agreements, including license agreements and franchise
18 agreements; (4) business strategy including but not limited to future business plans.

19 2.7 "CONFIDENTIAL": confidential or proprietary information that is not
20 otherwise known or available to the public and is entitled to protection under Rule
21 26(c) of the Federal Rules of Civil Procedure.

22 2.8 Non-Party: any natural person, partnership, corporation, association, or
23 other legal entity not named as a Party to this action.

24 2.9 Outside Counsel of Record: attorneys who are not employees of a
25 party to this action but are retained to represent or advise a party to this action and
26 have appeared in this action on behalf of that party or are affiliated with a law firm
27 which has appeared on behalf of that party.

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1 2.10 Party: any party to this action, including all of its officers, directors,
2 employees, consultants, retained experts, and Outside Counsel of Record (and their
3 support staffs).

4 2.11 Producing Party: a Party or Non-Party that produces Disclosure or
5 Discovery Material in this action.

6 2.12 Professional Vendors: persons or entities that provide litigation support
7 services (e.g., photocopying, videotaping, translating, preparing exhibits or
8 demonstrations, and organizing, storing, or retrieving data in any form or medium)
9 and their employees and subcontractors.

10 2.13 Protected Material: any Disclosure or Discovery Material that is
11 designated as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or
12 “CONFIDENTIAL.”

13 2.14 Receiving Party: a Party that receives Disclosure or Discovery
14 Material from a Producing Party.

15 3. SCOPE

16 The protections conferred by this Order cover not only Protected Material (as
17 defined above), but also (1) any information copied or extracted from Protected
18 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;
19 and (3) any deposition testimony, conversations, or presentations by Parties or their
20 Counsel that might reveal Protected Material other than during a court hearing or at
21 trial. However, the protections conferred by this Order do not cover the following
22 information: (a) any information that is in the public domain at the time of
23 disclosure to a Receiving Party or becomes part of the public domain after its
24 disclosure to a Receiving Party as a result of publication not involving a violation of
25 this Order, including becoming part of the public record through trial or otherwise;
26 and (b) any information known to the Receiving Party prior to the disclosure or
27 obtained by the Receiving Party after the disclosure from a source who obtained the
28 information lawfully and under no obligation of confidentiality to the Designating

1 Party. Any use of Protected Material during a court hearing or at trial shall be
2 governed by the orders of the presiding judge. This Order does not govern the use
3 of Protected Material during a court hearing or at trial.

4 **4. DURATION**

5 Even after final disposition of this litigation, the confidentiality obligations
6 imposed by this Order shall remain in effect until a Designating Party agrees
7 otherwise in writing or a court order otherwise directs. Final disposition shall be
8 deemed to be the later of (1) dismissal of all claims and defenses in this action, with
9 or without prejudice; and (2) final judgment herein after the completion and
10 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
11 including the time limits for filing any motions or applications for extension of time
12 pursuant to applicable law.

13 **5. DESIGNATING PROTECTED MATERIAL**

14 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**
15 Each Party or Non-Party that designates information or items for protection under
16 this Order must take care to limit any such designation to specific material that
17 qualifies under the appropriate standards. To the extent it is practical to do so, the
18 Designating Party must designate for protection only those parts of material,
19 documents, items, or oral or written communications that qualify – so that other
20 portions of the material, documents, items, or communications for which protection
21 is not warranted are not swept unjustifiably within the ambit of this Order.

22 Mass, indiscriminate, or routinized designations are prohibited. If it comes to
23 a Designating Party's attention that information or items that it designated for
24 protection do not qualify for protection at all or do not qualify for the level of
25 protection initially asserted, that Designating Party must promptly notify all other
26 Parties that it is withdrawing the mistaken designation.

27 **5.2 Manner and Timing of Designations.** Except as otherwise provided in
28 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise

1 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
2 under this Order must be clearly so designated before the material is disclosed or
3 produced.

4 Designation in conformity with this Order requires:

5 (a) for information in documentary form (e.g., paper or electronic
6 documents, transcripts of depositions or other pretrial or trial proceedings), that the
7 Producing Party affix the legend “HIGHLY CONFIDENTIAL – ATTORNEYS’
8 EYES ONLY” or “CONFIDENTIAL” to each page that contains protected material.
9 If only a portion or portions of the material on a page qualifies for protection, the
10 Producing Party also must clearly identify the protected portion(s) (e.g., by making
11 appropriate markings in the margins) and must specify, for each portion, the level of
12 protection being asserted.

13 A Party or Non-Party that makes original documents or materials available for
14 inspection need not designate them for protection until after the inspecting Party has
15 indicated which material it would like copied and produced. During the inspection
16 and before the designation, all of the material made available for inspection shall be
17 deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the
18 inspecting Party has identified the documents it wants copied and produced, the
19 Producing Party must determine which documents, or portions thereof, qualify for
20 protection under this Order. Then, before producing the specified documents, the
21 Producing Party must affix the appropriate legend (“HIGHLY CONFIDENTIAL –
22 ATTORNEYS’ EYES ONLY” or “CONFIDENTIAL”) to each page that contains
23 Protected Material. If only a portion or portions of the material on a page qualifies
24 for protection, the Producing Party also must clearly identify the protected portion(s)
25 (e.g., by making appropriate markings in the margins) and must specify, for each
26 portion, the level of protection being asserted.

27 (b) for testimony given in depositions, that the Designating Party
28 identify on the record, before the close of the deposition, all protected testimony and

1 specify the level of protection being asserted. When it is impractical to identify
 2 separately each portion of testimony that is entitled to protection and it appears that
 3 substantial portions of the testimony may qualify for protection, the Designating
 4 Party may invoke on the record (before the deposition is concluded) a right to have
 5 up to 21 days to identify the specific portions of the testimony as to which protection
 6 is sought and to specify the level of protection being asserted. Only those portions of
 7 the testimony that are appropriately designated for protection within the 21 days shall
 8 be covered by the provisions of this Protective Order. Alternatively, a Designating
 9 Party may specify, at the deposition or up to 21 days afterwards if that period is
 10 properly invoked, that the entire transcript shall be treated as “HIGHLY
 11 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

12 Parties shall give the other parties notice if they reasonably expect a deposition
 13 to include Protected Material so that the other parties can ensure that only authorized
 14 individuals who have signed the “Acknowledgment and Agreement to Be Bound”
 15 (Exhibit A) are present at such deposition.

16 Transcripts containing Protected Material shall have an obvious legend on the
 17 title page that the transcript contains Protected Material, and the title page shall be
 18 followed by a list of all pages (including line numbers as appropriate) that have been
 19 designated as Protected Material and the level of protection being asserted by the
 20 Designating Party. The Designating Party shall inform the court reporter of these
 21 requirements. Any transcript that is prepared before the expiration of a 21-day period
 22 for designation shall be treated during that period as if it had been designated
 23 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless
 24 otherwise agreed. After the expiration of that period, the transcript shall be treated
 25 only as actually designated.

26 (c) for information produced in some form other than documentary and
 27 for any other tangible items, that the Producing Party affix in a prominent place on
 28 the exterior of the container or containers in which the information or item is stored

1 the legend “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or
2 “CONFIDENTIAL.” If only a portion or portions of the information or item warrant
3 protection, the Producing Party, to the extent practicable, shall identify the protected
4 portion(s) and specify the level of protection being asserted.

5 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
6 failure to designate qualified information or items does not, standing alone, waive
7 the Designating Party’s right to secure protection under this Order for such material.
8 Upon timely correction of a designation, the Receiving Party must make reasonable
9 efforts to assure that the material is treated in accordance with the provisions of this
10 Order.

11 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

12 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
13 designation of confidentiality at any time consistent with the District Judge’s
14 scheduling order(s). Unless a prompt challenge to a Designating Party’s
15 confidentiality designation is necessary to avoid foreseeable, substantial unfairness,
16 unnecessary economic burdens, or a significant disruption or delay of the litigation,
17 a Party does not waive its right to challenge a confidentiality designation by electing
18 not to mount a challenge promptly after the original designation is disclosed.

19 6.2 Meet and Confer/Judicial Intervention. The Challenging Party shall
20 initiate the dispute resolution process under Local Rule 37-1, et seq. and shall
21 proceed in accordance with such rules to the extent judicial intervention is sought.

22 6.3 The burden of persuasion in any such challenge proceeding shall be on
23 the Designating Party. Frivolous challenges and those made for an improper purpose
24 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
25 expose the Challenging Party to sanctions. All parties shall continue to afford the
26 material in question the level of protection to which it is entitled under the Producing
27 Party’s designation until the court rules on the challenge.

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1 7. ACCESS TO AND USE OF PROTECTED MATERIAL

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is
3 disclosed or produced by another Party or by a Non-Party in connection with this case
4 only for prosecuting, defending, or attempting to settle this litigation. Such Protected
5 Material may be disclosed only to the categories of persons and under the conditions
6 described in this Order. When the litigation has been terminated, a Receiving Party
7 must comply with the provisions of section 13 below (FINAL DISPOSITION).

8 7.2. Protected Material must be stored and maintained by a Receiving Party
9 at a location and in a secure manner that ensures that access is limited to the persons
10 authorized under this Order

11 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
12 ONLY” and “CONFIDENTIAL” Information or Items. Unless otherwise ordered by
13 the court or permitted in writing by the Designating Party, a Receiving Party may
14 disclose any information or item designated “HIGHLY CONFIDENTIAL –
15 ATTORNEYS’ EYES ONLY” or “CONFIDENTIAL” only to:

16 (a) the Receiving Party’s Outside Counsel of Record in this action, as
17 well as employees of said Outside Counsel of Record to whom it is reasonably
18 necessary to disclose the information for this litigation and who have signed the
19 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
20 A;

21 (b) Experts of the Receiving Party (1) to whom disclosure is
22 reasonably necessary for this litigation, (2) who have signed the “Acknowledgment
23 and Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set
24 forth in paragraph 7.4(a), below, have been followed; as well as the Expert’s direct
25 reports and other support personnel (1) to whom disclosure is reasonably necessary
26 for this litigation, and (2) who have signed the “Acknowledgment and Agreement to
27 Be Bound” (Exhibit A);

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(c) the court and its personnel, and mediators;

2 (d) court reporters and their staff, professional jury or trial consultants,
3 and Professional Vendors to whom disclosure is reasonably necessary for this
4 litigation and who have signed the “Acknowledgment and Agreement to Be Bound”
5 (Exhibit A); and

(e) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

8 (f) during their depositions, witnesses in the action to whom disclosure
9 is reasonably necessary and who have signed the “Acknowledgment and Agreement
10 to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or
11 ordered by the court. Pages of transcribed deposition testimony or exhibits to
12 depositions that reveal Protected Material must be separately bound by the court
13 reporter and may not be disclosed to anyone except as permitted under this Protective
14 Order.

15 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY
16 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “CONFIDENTIAL”
17 Information or Items to Experts.

1 professional services, including in connection with a litigation, at any time during the
2 preceding five years,¹ and (6) identifies (by name and number of the case, filing date,
3 and location of court) any litigation in connection with which the Expert has offered
4 expert testimony, including through a declaration, report, or testimony at a deposition
5 or trial, during the preceding five years.

6 (b) A Party that makes a request and provides the information specified
7 in the preceding respective paragraphs may disclose the subject Protected Material
8 to the identified Expert unless, within 7 days of delivering the request, the Party
9 receives a written objection from the Designating Party. Any such objection must
10 set forth in detail the grounds on which it is based.

11 (c) A Party that receives a timely written objection must meet and
12 confer with the Designating Party (through direct voice-to-voice dialogue) to try to
13 resolve the matter by agreement within five days of the written objection. If no
14 agreement is reached, the Party seeking to make the disclosure to the Expert may
15 file a motion in accordance with Local Rules 37-1, et seq., seeking permission from
16 the court to do so. Any such motion must describe the circumstances with
17 specificity, set forth in detail the reasons why disclosure to the Expert is reasonably
18 necessary, assess the risk of harm that the disclosure would entail, and suggest any
19 additional means that could be used to reduce that risk. In addition, any such motion
20 must be accompanied by a competent declaration describing the parties' efforts to
21 resolve the matter by agreement (*i.e.*, the extent and the content of the meet and
22 confer discussions) and setting forth the reasons advanced by the Designating Party
23 for its refusal to approve the disclosure. In any such proceeding, the Party opposing
24 disclosure to the Expert shall bear the burden of proving that the risk of harm that

26 ¹ If the Expert believes any of this information is subject to a confidentiality
27 obligation to a third-party, then the Expert should provide whatever information the
28 Expert believes can be disclosed without violating any confidentiality agreements,
 and the Party seeking to disclose to the Expert shall be available to meet and confer
 with the Designating Party regarding any such engagement.

1 the disclosure would entail (under the safeguards proposed) outweighs the
 2 Receiving Party's need to disclose the Protected Material to its Expert.

3 8. **PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
 4 **IN OTHER LITIGATION**

5 If a Party is served with a subpoena or a court order issued in other litigation
 6 that compels disclosure of any information or items designated in this action as
 7 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" or
 8 "CONFIDENTIAL," that Party must:

9 (a) promptly notify in writing the Designating Party. Such notification
 10 shall include a copy of the subpoena or court order;

11 (b) promptly notify in writing the party who caused the subpoena or order
 12 to issue in the other litigation that some or all of the material covered by the
 13 subpoena or order is subject to this Protective Order. Such notification shall include
 14 a copy of this Protective Order; and

15 (c) cooperate with respect to all reasonable procedures sought to be
 16 pursued by the Designating Party whose Protected Material may be affected.²

17 If the Designating Party timely seeks a protective order, the Party served with
 18 the subpoena or court order shall not produce any information designated in this
 19 action as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" or
 20 "CONFIDENTIAL" before a determination by the court from which the subpoena
 21 or order issued, unless the Party has obtained the Designating Party's permission or
 22 unless otherwise required by the law or court order. The Designating Party shall
 23 bear the burden and expense of seeking protection in that court of its confidential
 24 material – and nothing in these provisions should be construed as authorizing or

26 ² The purpose of imposing these duties is to alert the interested parties to the
 27 existence of this Protective Order and to afford the Designating Party in this case an
 28 opportunity to try to protect its confidentiality interests in the court from which the
 subpoena or order issued.

1 encouraging a Receiving Party in this action to disobey a lawful directive from
2 another court.

3 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
4 PRODUCED IN THIS LITIGATION

5 (a) The terms of this Order are applicable to information produced by a
6 Non-Party in this action and designated as "HIGHLY CONFIDENTIAL –
7 ATTORNEYS' EYES ONLY" or "CONFIDENTIAL." Such information produced
8 by Non-Parties in connection with this litigation is protected by the remedies and
9 relief provided by this Order. Nothing in these provisions should be construed as
10 prohibiting a Non-Party from seeking additional protections.

11 (b) In the event that a Party is required, by a valid discovery request, to
12 produce a Non-Party's confidential information in its possession, and the Party is
13 subject to an agreement with the Non-Party not to produce the Non-Party's
14 confidential information, then the Party shall:

15 1. promptly notify in writing the Requesting Party and the Non-
16 Party that some or all of the information requested is subject to a confidentiality
17 agreement with a Non-Party;

18 2. promptly provide the Non-Party with a copy of the Protective
19 Order in this litigation, the relevant discovery request(s), and a reasonably specific
20 description of the information requested; and

21 3. make the information requested available for inspection by the
22 Non-Party.

23 (c) If the Non-Party fails to object or seek a protective order from this
24 court within 14 days of receiving the notice and accompanying information, the
25 Receiving Party may produce the Non-Party's confidential information responsive to
26 the discovery request. If the Non-Party timely seeks a protective order, the Receiving
27 Party shall not produce any information in its possession or control that is subject to
28 the confidentiality agreement with the Non-Party before a determination by the court

1 unless otherwise required by the law or court order.³ Absent a court order to the
 2 contrary, the Non-Party shall bear the burden and expense of seeking protection in
 3 this court of its Protected Material.

4 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

5 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
 6 Protected Material to any person or in any circumstance not authorized under this
 7 Protective Order, the Receiving Party must immediately (a) notify in writing the
 8 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
 9 all unauthorized copies of the Protected Material, (c) inform the person or persons to
 10 whom unauthorized disclosures were made of all the terms of this Order, and
 11 (d) request such person or persons to execute the “Acknowledgment and Agreement
 12 to Be Bound” that is attached hereto as Exhibit A.

13 11. INADVERTENT PRODUCTION OF PRIVILEGED OR
 14 OTHERWISE PROTECTED MATERIAL

15 When a Producing Party gives notice to Receiving Parties that certain
 16 inadvertently produced material is subject to a claim of privilege or other protection,
 17 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
 18 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
 19 may be established in an e-discovery order that provides for production without prior
 20 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
 21 Parties reach an agreement on the effect of disclosure of a communication or
 22 information covered by the attorney-client privilege or work product protection, the
 23 Parties may incorporate their agreement in a stipulated protective order submitted to
 24 the court.

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27 ³ The purpose of this provision is to alert the interested parties to the existence of
 28 confidentiality rights of a Non-Party and to afford the Non-Party an opportunity to
 protect its confidentiality interests in this court.

1 12. MISCELLANEOUS2 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
3 person to seek its modification by the court in the future.4 12.2 Right to Assert Other Objections. No Party waives any right it otherwise
5 would have to object to disclosing or producing any information or item on any
6 ground not addressed in this Protective Order. Similarly, no Party waives any right
7 to object on any ground to use in evidence of any of the material covered by this
8 Protective Order.9 12.3 Export Control. Disclosure of Protected Material shall be subject to all
10 applicable laws and regulations relating to the export of technical data contained in
11 such Protected Material, including the release of such technical data to foreign
12 persons or nationals in the United States or elsewhere. The Producing Party shall be
13 responsible for identifying any such controlled technical data, and the Receiving
14 Party shall take measures necessary to ensure compliance.15 12.4 Filing Protected Material. Except for trial, all information designated as
16 Protected Information sought to be lodged or filed with the Court, including the
17 Magistrate Judge in a discovery-related proceeding, or any pleading or memorandum
18 purporting to reproduce or paraphrase Protected Information, shall be filed or lodged
19 in accordance with Local Rule 79-5.2.2(b), and the orders and procedures of the
20 Judge and Magistrate Judge on this case, along with an application to the Court or,
21 where applicable, a stipulation requesting such Protected Information be filed under
22 seal. Such Protected Information shall be labeled as follows: "This Document is
23 Subject to a Protective Order Issued by the Court and May Not Be Examined or
24 Copied Except in Compliance with that Order." Any Protected Information that
25 enters the public court record following the Court's denial of an application or
26 stipulation to file under seal on the merits thereof, will no longer be considered
27 Protected Information for purposes of this Stipulated Protective Order.

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1 13. FINAL DISPOSITION

2 Within 60 days after the final disposition of this action, as defined in paragraph
3 4, each Receiving Party must return all Protected Material to the Producing Party or
4 destroy such material. As used in this subdivision, “all Protected Material” includes
5 all copies, abstracts, compilations, summaries, and any other format reproducing or
6 capturing any of the Protected Material. Whether the Protected Material is returned
7 or destroyed, the Receiving Party must submit a written certification to the Producing
8 Party (and, if not the same person or entity, to the Designating Party) by the 60 day
9 deadline that (1) identifies (by category, where appropriate) all the Protected Material
10 that was returned or destroyed and (2) affirms that the Receiving Party has not
11 retained any copies, abstracts, compilations, summaries or any other format
12 reproducing or capturing any of the Protected Material. Notwithstanding this
13 provision, Counsel are entitled to retain two (2) archival copies of pleadings, motion
14 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
15 deposition and trial exhibits, expert reports, attorney work product, and consultant
16 and expert work product, even if such materials contain Protected Material. Any such

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1 archival copies that contain or constitute Protected Material remain subject to this
2 Protective Order as set forth in Section 4.

3 **IT IS SO STIPULATED**, through Counsel of Record.

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5 Dated: March 14, 2024

/s/ Rex Hwang

Rex Hwang, Esq.

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7 Counsel for Plaintiff Everything Yogurt
Brands, LLC

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Dated: March 14, 2024

/s/ David Bloch

9 David Bloch, Esq.

10
11 Counsel for Defendants Jonathan Rollo,
Greenleaf Gourmet Chopshop LLC, &
Greenleaf Operations, LLC

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Dated: March 14, 2024

/s/ Katherine Keating

13 Katherine Keating, Esq.

14 Counsel for Defendant Mission Yogurt, Inc.

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IT IS ORDERED that the foregoing Agreement is approved as modified.

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Dated: March 14, 2024

/s/

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21 Honorable Jacqueline Chooljian

22 United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Protective Order that was issued by the United States District Court for the Central District of California on March 14, 2024 in the case of *Everything Yogurt Brands, LLC v. Jonathan Rollo, et al.*, Case No. 2:23-cv-06526-FMO-JC. I agree to comply with and to be bound by all the terms of this Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Protective Order to any person or entity except in strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court
15 for the Central District of California for the purpose of enforcing the terms of this
16 Protective Order, even if such enforcement proceedings occur after termination of
17 this action.

18 I hereby appoint _____ [print or type full name] of
19 _____ [print or type full address and
20 telephone number] as my California agent for service of process in connection with
21 this action or any proceedings related to enforcement of this Protective Order.

23 Date: _____ Signature: _____
24 _____ [signature]

25 Printed name: _____
26 [printed name]

27 City and State where sworn and signed: